Financing Agreement

(Tanzania Communications Infrastructure and eGovernment Project)

between

UNITED REPUBLIC OF TANZANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 22, 2009
FINANCING AGREEMENT

AGREEMENT dated July 22, 2009, entered into between UNITED REPUBLIC OF TANZANIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixty seven million Special Drawing Rights (SDR 67,000,000) (variously, “Credit” and “Financing”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are September 15 and March 15 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Dollar.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry out the Project through MCST in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Condition of Effectiveness shall be that the Recipient has submitted to the Association the Project Implementation Manual, in form and substance satisfactory to the Association.

4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.03. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.
ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is the Minister responsible for finance.

5.02. The Recipient’s Address is:

Ministry of Finance and Economic Affairs
P. O. Box 9111
Dar es Salaam
United Republic of Tanzania

Facsimile:

(255) 222 11 77 90 / (255) 222 11 0326

5.03. The Association’s Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.
AGREED at Dar es Salaam, United Republic of Tanzania, as of the day and year first above written.

UNITED REPUBLIC OF TANZANIA

By /s/ Ramadhani Khijjah

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ John McIntire

Authorized Representative
SCHEDULE 1

Project Description

The objectives of the Project are to support the Recipient’s efforts to: (i) lower prices for international capacity and extend the geographic reach of broadband networks; and (ii) improve the government’s efficiency and transparency through eGovernment applications.

The Project constitutes the third phase of the Program, and consists of the following parts:

**Part A: Enabling Environment**

1. Building the capacity of the MCST and other key agencies involved in the ICT Sector to strengthen the policy and regulatory environment and to promote sector reform in order to maximize the benefits of access to international bandwidth, including:
   (a) strengthening the capacity for ICT policy making; (b) building the capacity for an ICT agency; (c) implementing a universal access strategy; (d) designing contracts for pre-purchase of international capacity; (e) preparing bidding documents for the Government Communications Network; (f) building the capacity for certification of trainers to enhance use of ICT within the Recipient’s government; (g) building the capacity for managing the changing environment and fast technology evolution in areas such as cost modeling, interconnection, regulatory tools to guarantee open access to national and international infrastructure, essential facility regulation, completion policy and regulation, spectrum and other scarce resource management; (h) building the capacity for the development and implementation of the national ICT infrastructure development program; and (i) airing of information, education and communication messages.

2. Supporting the capacity of MCST and other key agencies involved in ICT sector for monitoring and evaluation, and carrying out environmental and social studies consistent with the technical specification and the timeframes established in the ESMF and the RPF, and related technical assistance and capacity building activities.

**Part B: Connectivity**

Implementing selected activities under the national ICT infrastructure development program including, *inter alia*:

1. Supporting pre-purchase of international bandwidth for priority targeted user groups.

2. Supporting virtual government communications network.
3. Supporting extension of coverage and access to ICT services in rural areas using public private partnership arrangements.

**Part C: eGovernment Applications**

Supporting the implementation of targeted eGovernment applications including, *inter alia*:

1. Developing a national business portal as a one-stop shop for all business registration information.

2. Developing a telemedicine system for *Muhimbili* National Hospital.

3. Scaling up the national vital registration system.

4. Enhancing accessibility of land records through websites and mobile phone text messages.

5. Developing an eProcurement pilot for the Medical Stores Department.

6. Supporting a selected additional eGovernment application as may be determined in accordance with the criteria established for selection of critical applications.

7. Supporting the capacity of the PO-PSM and other key agencies involved in rolling-out of eGovernment, and airing of related information, education and communication messages.

**Part D: Project Management Support**

Supporting the MCST and PO-PSM capacity for management and coordination of the Project activities including, procurement, financial management, monitoring and evaluation, communication of Project activities, and environmental and social safeguards.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. MCST

The Recipient shall ensure that MCST is maintained at all times during the implementation of the Project with mandate, staffing and resources satisfactory to the Association for the purpose of ensuring the prompt and efficient overall coordination, monitoring, reporting, evaluation and communication of Project activities.

2. PO-PSM

Without limitation upon the provision of paragraph A.1 of this Section, the Recipient shall ensure that PO-PSM is maintained at all times during the implementation of the Project with mandate, staffing and resources satisfactory to the Association for the purpose of ensuring the prompt and efficient coordination of day-to-day implementation of Parts B.2 and C of the Project.

3. Project Steering Committee

   (a) Without limitation upon the provisions of paragraph A.1 of this Section, the Recipient shall maintain at all times until the completion of the Project, the Project Steering Committee with a composition, mandate and resources satisfactory to the Association.

   (b) Without limitation to sub-paragraph (a) of this paragraph, the Project Steering Committee shall be responsible for, _inter alia_: (i) policy guidance; (ii) reviewing progress made towards achieving the Project’s objectives, and making recommendations for removal of any obstacles to the timely implementation of the Project; (iii) reviewing consolidated Annual Work Plans and Budgets, and consolidated reports on the implementation of the Project; and (iv) providing comments on reports and reviews prepared by the MCST and PO-PSM for the benefit of the Recipient and the Association.
B. Implementation Arrangements

1. Project Implementation Manual

The Recipient shall carry out the Project in accordance with the arrangements, procedures and guidelines set out in the Project Implementation Manual (provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the Association shall otherwise agree in writing, shall not amend, abrogate or waive any provision of the Project Implementation Manual without prior written approval of the Association if such amendment, abrogation or waiver may, in the opinion of the Association, materially or adversely affect the implementation of the Project.

2. Annual Work Plans and Budgets

(a) The Recipient shall prepare and furnish to Association for its approval, not later than April 30 of each year during the implementation of the Project, or such later date as the Association may agree, the Annual Work Plans and Budgets containing all proposed activities to be carried out in the following Fiscal Year, modified in a manner satisfactory to the Association, taking into account the Association’s comments and views on the matter.

(b) The Recipient shall cause MCST, PO-PSM and any agency with responsibility for an ICT activity to implement, monitor and evaluate such activity in accordance with the provisions set forth in this Agreement and in more detail in the Project Implementation Manual, and shall not make or allow to be made any material change to any activity included in the approved Annual Work Plans and Budgets without prior consultation with and written approval of the Association.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Environmental and Social Safeguards

1. The Recipient shall carry out the Project in accordance with the environmental, social and resettlement guidelines, rules and procedures defined in the Environmental and Social Management Framework, and the Resettlement Policy Framework. To this end, in cases of any activity requiring the adoption of an EMP and RAP, the Recipient shall:
(a) prepare, disclose and implement EMPs in accordance with the ESMF and in form and substance acceptable to the Association, defining: (i) the measures to be taken during the implementation of such activity to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (ii) the actions needed to implement these measures; and

(b) prepare, disclose and implement Resettlement Action Plans in accordance with the RPF and in form and substance acceptable to the Association, defining a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the RAPs.

2. The Recipient shall not amend or waive, or permit to be waived, the ESMF, RPF, RAPs, the EMPs, or any provision of any one thereof, without the prior written consent of the Association.

3. The Recipient shall ensure that all measures for carrying out the recommendations of the ESMF, RPF, RAPs, EMPs are taken in a timely manner.

4. Without limitation upon its other reporting obligations under this agreement and under Section 4.08 of the General Conditions, the Recipient shall:

(a) include in the Project Reports referred to in Section II.A of this Schedule adequate information on monitoring the measures defined in the ESMF, EMPs, RPF and RAPs, giving details of:

(i) measures taken in furtherance of such ESMF, EMPs, RPF and RAPs;

(ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF, EMPs, RPF and RAPs;

(iii) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such ESMF, EMPs, RPF and RAPs; and

(b) afford the Association a reasonable opportunity to exchange views with the Recipient on such reports.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of six calendar months, and shall be furnished to the Association not later than one month after the end of the period covered by such report.

(b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

(i) international internet bandwidth;

(ii) internet user penetration;

(iii) total teledensity (fixed and mobile);

(iv) price of wholesale international E1 capacity link;

(v) satisfaction of users with electronic delivery of Government services; and

(vi) volume of electronic records/events processed with eGovernment applications.

2. For the purpose of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than the date 24 months after the Effective Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association, not later than 45 days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient, commencing with the Fiscal Year in which the first withdrawal under the Project Preparation Advance was made. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III.  Procurement

A.  General

1.  Goods and Works.  All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2.  Consultants’ Services.  All consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3.  Non-consulting Services.  All services that are not of intellectual or advisory nature, and which are not consultants’ services. Non-consulting services under this Project will include, airing of information, education and communication messages and telecommunications services. Non-consulting services required for the Project shall be procured in accordance with the corresponding method described in the Procurement Guidelines for procurement of works and goods, and referred to in Paragraph A.1 of this Section.

4.  Definitions.  The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B.  Particular Methods of Procurement of Goods and Works
1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding (ICB).

2. **Other Methods of Procurement of Goods and Works.** The following methods of procurement, other than International Competitive Bidding, may be used for goods and works under the circumstances specified in the Procurement Plan for each such method: (a) National Competitive Bidding may be used subject to the provisions set forth in paragraph B.3 of this Section; (b) Shopping; (c) Direct contracting; and (d) Established Private or Commercial Practices which have been found acceptable to the Association.

3. **Exceptions for the use of National Competitive Bidding referred to in paragraph B.2(a) of this Section.**

   National Competitive Bidding for Goods and Works may be used subject to the following:

   (a) In accordance with paragraph 1.14(e) of the Procurement Guidelines, each bidding document and contract shall provide the following: (i) the bidders, suppliers, contractors and subcontractors shall, on request, permit the Association to inspect the accounts and records relating to the bid submission and performance of the contract, and shall have the said accounts and records audited by auditors appointed by the Association; and (ii) any deliberate and/or material violation of such provision by any bidder, supplier, contractor or subcontractor may amount to an obstructive practice provided for in paragraphs 1.14(a) and (v) of the Procurement Guidelines; and

   (b) National Competitive Bidding may be used, except for the provisions of Domestic Preference given to domestic suppliers and contractors.

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods of procurement, other than Quality- and Cost-based Selection, may be used for consultants’ services under the circumstances specified in the Procurement Plan for each such method: (a) Quality Based Selection; (b) Least Cost Selection; (c) Fixed Budget Selection; (d) Selection Based on Consultants’ Qualifications; (e) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; (f) Single Source Selection; (g) Sole Source Procedures for the Selection of Individual
Consultants; and (h) Established Private or Commercial Practices which have been found acceptable to the Association.
D. Review by the Association of Procurement Decisions

1. The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review.

2. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) (i) Goods, Consultants’ services, Training and Operating Costs for Parts A through D of the Project; (ii) Works for Parts B and C of the Project; and (iii) Non-consulting Services for Parts A, B and C of the Project</td>
<td>41,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>Category</td>
<td>Amount of the Financing Allocated (expressed in SDR)</td>
<td>Percentage of Expenditures to be Financed (inclusive of Taxes)</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>(2) Capital Subsidies under Part B.3 of the Project</td>
<td>20,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Refund of Preparation Advance</td>
<td>500,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(4) Unallocated</td>
<td>5,000,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>67,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. **Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is February 28, 2015.

Section V. **Other Undertakings**

A. **Appointment of Financial Auditors**

1. The Recipient shall not later than three months after the Effective Date, appoint the independent auditors referred to in Section 4.09 (b) of the General Conditions, in accordance with the provisions of Section III of this Schedule.

2. The Recipient shall not later than six months after the Effective Date, reassign to the MCST at least two internal auditors, with qualifications, experience and terms of reference satisfactory to the Association.

B. **Appointment of Procurement Specialist**

1. The Recipient shall not later than three months after the Effective Date, appoint to the MCST a procurement specialist, with qualifications, experience and terms of reference satisfactory to the Association.
### Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each September 15 and March 15:</td>
<td></td>
</tr>
<tr>
<td>commencing September 15, 2019 to and including March 15, 2029</td>
<td>1%</td>
</tr>
<tr>
<td>commencing September 15, 2029 to and including March 15, 2049</td>
<td>2%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
APPENDIX

Definitions

1. “Affected Persons” means persons who, on account of the execution of the Project had or would have their: (i) standard of living adversely affected; or (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected.

2. “Annual Work Plans and Budgets” means the work plans and budgets for the Project prepared annually by the MCST and PO-PSM, and consolidated by MCST in accordance with Section I.B.2 of Schedule 2 to this Agreement.


4. “Capital Subsidy” means the subsidy referred to in Part B.3 of the Project, to be provided to selected public and private sector telecommunications operators to facilitate provision of telecommunications services in rural and underserved areas, and the term “Capital Subsidies” refers to all such subsidies.

5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


7. “eGovernment” means use of ICTs in the delivery of services by government ministries, departments and agencies.

8. “E1” means a standard measure of capacity in digital communications links corresponding to 2 megabits per second (Mbit/s).

9. “Environmental and Social Management Framework” or “ESMF” means the document of the Recipient dated April 2009, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association, setting forth the modalities for environmental screening and procedures for the preparation and implementation of environmental assessments and management plans under the Project.
pursuant to Section I.D.1 of Schedule 2 to this Agreement, and such term includes all schedules and annexes to the ESMF.

10. “Environmental Management Plan” or “EMP” means an environmental management plan, acceptable to the Association and consistent with the ESMF, adopted for the purposes of an activity, and giving details of the magnitude of the environmental impacts, as well as the specific actions, measures and policies designed to facilitate the achievement of the objective of the ESMF under the activity, including the budget and cost estimates, and sources of funding, along with the institutional and procedural measures needed to implement such actions, measures and policies, and such EMP may be amended from time to time with the prior written agreement of the Association.

11. “Fiscal Year” means the Recipient’s fiscal year commencing July 1 and ending June 30 of each year.

12. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).

13. “Government Communications Network” or “GovNet” means the electronic communications network connecting the Recipient’s government ministries, departments and agencies.


16. “Medical Stores Department” means the central medical stores under the Ministry of Health and Social Welfare.

17. “Operating Costs” means the incremental costs incurred by the MCST and PO-PSM, in the course of the implementation of the Project, and on the basis of approved Annual Work Plans and Budgets for the Project, on account of operation and maintenance costs for Project vehicles, banking charges, office supplies including costs of communications, including faxes, internet and related services, consumables, travel costs and per diems, and accommodation, but excluding salaries of the Recipient’s civil servants.

18. “PO-PSM” means the Recipient’s President’s Office–Public Service Management, and any successors thereto.

19. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement
signed on behalf of the Association on February 12, 2009, and on behalf of the Recipient on February 24, 2009.


21. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 20, 2009, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

22. “Project Implementation Manual” means the Recipient’s manual, in form and substance satisfactory to the Association, referred to in Section 4.01 of this Agreement, including an administrative, financial and accounting procedures manual, and containing or referring to detailed arrangements and procedures for the implementation of the Project, including: (i) institutional administration, coordination and day-to-day execution of activities of the Project; (ii) capacity building activities for sustained achievement of the Project’s objectives; (iii) disbursement and financial management; (iv) procurement; (v) monitoring, evaluation, reporting, information, education and communication; and (vii) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project, as such manual may be amended and supplemented from time to time, with the prior written approval of the Association, and such term includes all schedules and annexes to said manual.

23. “Program” means the program designed to support the Recipient’s information communications technology sector, and to facilitate connectivity and eGovernment under the Regional Communications Infrastructure Program.

24. “Project Steering Committee” means the committee referred to in Section I.A.3 of Schedule 2 to this Agreement.

25. “Resettlement Action Plan” or “RAP” means the plan referred to in Section I.D.1 (b) of Schedule 2 to this Agreement; and “RAPs” means, collectively, each such RAP.

26. “Resettlement Policy Framework” or “RPF” means the Resettlement Policy Framework of the Recipient dated April 2009, as the said framework may be amended and/or supplemented from time to time with the prior concurrence of the Association, setting forth the modalities for resettlement and compensation of Affected Persons under the Project and referred to in Section I.D.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Association.

27. “Training” means the costs associated with the training and workshops, study tours, and public outreach activities based on Annual Plans and Budgets approved by the Association pursuant to Section I.B.2 of Schedule 2 to this Agreement, including travel
and subsistence costs for training and workshops participants, rental of training facilities, preparation, reproduction, and acquisition of training materials, and other costs directly related to course preparation and implementation.